Where the plaintiff voluntarily risks his own life in order to save the lives of others imperiled by the wrongful conduct of the defendant, his right of action rests upon the ground that such intervention is foreseeable. Consequently the courts recognize a duty running to the plaintiff to avoid causing such peril to the lives of others as to invite humane rescuers to risk their own safety. *Eckert* v. *Long Island R. Co.*, 43 N. Y. 502; *Dixon* v. *New York, N. H. & H. Ry. Co.*, 207 Mass. 126, 92 N. E. 1030. See 24 HARV. L. REV. 407. It is generally said, furthermore, that the rescuer's conduct does not necessarily involve contributory negligence and that he will be denied recovery only if he acted so rashly or recklessly that a jury would deem him unreasonable in taking the risk. *Eckert* v. *Long Island R. Co., supra; Pennsylvania Co.* v. *Langendorff*, 48 Oh. St. 316, 28 N. E. 172. *Contra, Anderson* v. *Northern Ry.*, 25 U. C. C. P. 301. *Cf. Blair* v. *Grand Rapids L. & D. R. Co.*, 60 Mich. 124, 26 N. W. 855. In the second principal case, the court relied in part upon the doctrine of "last clear chance." This seems erroneous, in view of the rescuer's ability to step back from the tracks at a time when the defendant is no longer able to avoid the accident. See 27 HARV. L. REV. 757. In both cases there may be some question upon the facts whether the plaintiff was trying to save life and not merely attempting to avoid the destruction of property. See *Condiff* v. *Kansas City, etc. R. Co.*, 45 Kan. 256, 25 Pac. 562. See 24 HARV. L. REV. 406. But on this point the cases show a tendency to allow recovery wherever the plaintiff's conduct can reasonably be explained as an effort to prevent loss of human life.

PAROL EVIDENCE — SUBSTANTIVE LAW EXPRESSED IN TERMS OF EVIDENCE — CONTRACTS: ADDITION OF A TERM IMPLIED BY CUSTOM. — The plaintiff by a written contract licensed the defendant to perform a certain play in the United States and Canada, and brought suit for the royalties accruing under the contract. The defendant offered parol evidence to show a custom in the theatrical business that such licenses were in fact understood to be exclusive. *Held*, that the evidence was properly excluded. *Hart* v. *Cort*, 151 N. Y. Supp. 4 (App. Div.).

It is a well-established principle that parties to a contract on a subject matter concerning which known usages prevail, are deemed to have incorporated such usages by implication into their agreement, if nothing is said to the contrary. *Brown* v. *Byrne*, 3 E. & B. 703; *Newhall* v. *Appleton*, 114 N. Y. 140, 21 N. E. 105; *Atkinson* v. *Truesdell*, 127 N. Y. 230, 27 N. E. 844. But in determining what was the understanding of the parties the court is limited by the rule that whatever by the terms of the writing the parties have either expressly or impliedly excluded, cannot be considered a part of the contract, and it requires no rule of evidence to render such matter incompetent. This should be, it is submitted, the criterion in determining the admissibility of custom and usage. See *Webb* v. *Plummer*, 2 B. & Ald. 746, 750; 4 WIGMORE, EVIDENCE, § 2430. Therefore in the principal case, since it does not appear that the writing purported to dispose of the question raised by the evidence offered, it would seem that the custom should be admissible to enable the court to interpret the meaning of the contract. Upon the whole subject the authorities are somewhat confused, but better reason and the weight of authority seem to support the view of the dissenting judges. See 6 HARV. L. REV. 325, 418.

RULE AGAINST PERPETUITIES — GENERAL AND PARTICULAR INTENT IN CONNECTION WITH RULE. — The testator left family portraits to "the eldest of my sons who may be living at the decease of my wife and myself in trust to preserve and to be transferred at his death to my next eldest son then alive — and so on — through all my sons; and then to the eldest grandson then alive and at his death to the next eldest and so on through all the grandsons." The